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Union

15-05

A G R E E M E N T

Berkeley Township P.B.A.

BETWEEN THE TOWNSHIP OF BERKELEY

AND

BERKELEY TOWNSHIP P.B.A. #237

1982 THROUGH 1984

X James J. Morris - D.

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THIS AGREEMENT made this first day of JANUARY, 1982
through DECEMBER 31, 1984

BY AND BETWEEN: THE TOWNSHIP OF BERKELEY, a Municipality
in the County of Ocean, State of New
Jersey, hereinafter called the "EMPLOYER",
AND : BERKELEY TOWNSHIP POLICE BENEVOLENT
ASSOCIATION #237, hereinafter called
the "ASSOCIATION".

W I T N E S S E S :

WHEREAS, it is the intent and purpose of the parties
hereto to promote and improve the harmonious and economic
relations between the Employer and its employees. To establish
a basic understanding relative to rates of pay, hours of work
and other conditions of employment consistent with the law and
established practices not modified by this Agreement.

NOW, THEREFORE, in consideration of these promises
and mutual covenants herein contained, the parties hereto do
agree with each other with respect to the employees of the
Employer recognized as being represented by the Association,
as follows:

ARTICLE I

RECOGNITION AND SCOPE OF AGREEMENT

SECTION I: The Employer hereby recognizes the Association as the sole and exclusive representative of all the employees of the bargaining unit as defined in Article I, Section II herein for the purpose of collective bargaining and all activities and processes relevant thereto.

SECTION II: The bargaining unit shall consist of all the regular full-time police officers and matrons including sergeants of the Police Department of the Township of Berkeley now employed or hereinafter employed except superior officers of Lieutenant and higher. Full-time police officers and matrons shall not include police officers who are within the probationary period.

SECTION III: This Agreement shall govern all wages, hours, and other conditions of employment herein set forth.

SECTION IV: This Agreement shall be binding upon the parties hereto.

ARTICLE II

COLLECTIVE BARGAINING PROCEDURE

SECTION I: Consistent with Chapter 123, Public Law N.J. 1975 bargaining with respect to rates of pay, hours of work or other conditions of employment shall be conducted by the duly-authorized bargaining agent of each of the parties. Unless otherwise designated, the Mayor of the Employer or his designees and the President of the Association or his designees shall be respective bargaining agent for the parties.

SECTION II: Collective bargaining meetings shall be held at times and places mutually convenient at the request of either party.

SECTION III: Except as this Agreement shall hereinafter otherwise provide, all terms and conditions of employment applicable on the effective date of this Agreement to members covered by this Agreement, as established by rules, regulations and/or policies of the Township in force on said date, shall continue to be so-applicable during the terms of this Agreement.

Nothing contained herein shall be interpreted and/or applied so as to eliminate, reduce or otherwise detract from any member benefit existing prior to its effective date.

ARTICLE III

CONDUCTING ASSOCIATION BUSINESS ON EMPLOYER'S TIME

SECTION I: The Employer shall permit members of the Association Grievance Committee to conduct the business of the Committee, which consists of conferring with the employees and management on specific grievances in accordance with Grievance Procedure set forth herein. The Grievance Committee will be granted reasonable time to a limit of one hour during duty hours without loss of pay and with prior approval of his Department Head or designee, and providing the conduct of said business shall not diminish the effectiveness of the Police Department, require the recall of off-duty policemen to bring the department to its proper effectiveness. Said time off may only be granted after the grievance has been formally presented in writing. The Patrolmen Benevolent Association Grievance Committee shall not exceed two (2) members, to be designated by the Association and to be made known to the Chief of Police in writing.

SECTION II: The Employer shall permit members of the Association Negotiating Committee to attend collective bargaining meetings during the duty hours of the member. However, when practicable, the negotiation session will be set during off-duty hours.

SECTION III: The Employer agrees to grant the necessary time off without loss of pay to members of the Association who are recognized and selected as delegates to attend the annual State or National Conventions of the New Jersey Policemen's Benevolent Association, as provided under N.J.S.A. 11:26C-4.

SECTION IV: The Township shall grant the PBA reasonable use of the employer's facilities and equipment for the purpose of conducting PBA business as long as said facilities and equipment shall not incur any added expense to the Township and the PBA shall be responsible for the cleaning of said facility after its use.

SECTION V: One State delegate shall be granted time off without loss of regular pay to attend State meetings when such meetings are scheduled when the delegate is scheduled to work. The Chief of Police shall be provided with adequate notice of such meeting so as to provide coverage on the delegate shift. Notice shall not be less than five (5) calendar days and the maximum number of members affected shall be three (3).

SECTION VI: The President of the PBA shall be granted one (1) hour per month, without loss of pay, to conduct local meetings when such meetings are scheduled.

ARTICLE IV DISCRIMINATION AND COERCION

SECTION I: There shall be no discrimination, interference or coercion by the Employer or any of its agents against the employees represented by the Association because of membership or activity in the Association. The Association shall not intimidate or coerce employees into membership. Neither the Employer nor the Association shall discriminate against any employee because of race, creed, color, national origin or political affiliation.

SECTION II: The Township and the PBA agree that an agency now provision as passed into law, Ch. 477, PL 1979 N.J.S.A. which grants the PBA the right to a representation fee of 85% of the union's dues for non-members. In compliance with Ch. 477, PL 1979, the Berkeley Township PBA shall comply with all aspects of the law in regards to a demand and return system, as well as to render the Township of Berkeley save harmless on all matters arising under its compliance with Ch. 477, PL 1979.

ARTICLE V
SICK LEAVE

SECTION I: Sick leave may be utilized by full-time employees when they are unable to perform their work by reason of personal illness, accident or exposure to contagious disease.

SECTION II: All permanent full-time employees covered by this Agreement shall be granted sick leave with pay. During an employee's first year of employment, he will be granted one day for each month of complete service of full-time employment. From the beginning of employee's second year of employment, he will be granted fifteen (15) days of each year thereafter.

SECTION III:

(a) If an employee is absent for reasons that entitle him to sick leave, he shall notify his Supervisor no later than one hour prior to his usual reporting time.

(b) Failure to notify his supervisor may be cause for denial of the use of sick leave for that absence and constitute cause for disciplinary action.

(c) Absence without notice for five consecutive days shall constitute a resignation.

SECTION IV:

(a) An employee who shall be absent on sick leave for five (5) or more consecutive working days shall be required to submit acceptable medical evidence substantiating the illness:

1. An employee who has been absent on sick leave for periods totaling fifteen (15) days in one calendar year consisting of periods of less than five (5) days, shall submit acceptable medical evidence for any additional sick leave in that year unless such illness is of a chronic or recurring nature requiring recurring absences of one (1) day or less in which case only one certificate shall be necessary for a period of six (6) months.

2. The employee's Department Head may require proof of illness of an employee on leave, whenever such requirement appears reasonable.

(a) In case of leave of absence due to exposure of contagious disease, a certificate from the Department of Health shall be required;

(b) The Department Head may require an employee who has been absent because of personal illness, as a condition of his return to duty to be examined, at the expense of the Berkeley Township Committee, by a physician designated by the Committee. Such examination shall establish whether the employee is capable of performing his normal duties and that his return will not jeopardize the health of other employees.

(c) Any change in Civil Service Law will automatically be binding upon the Agreement.

ARTICLE VI

- 1) In accordance with the understanding between the PBA and the Chief of Police the work day for members of the patrol division shall be eight and one half hours (8½).
- 2) Members of the Patrol Division shall be assigned to no more than four (4) consecutive working days followed by two (2) consecutive days off in every six (6) calendar days.
- 3) The work week for members of the Patrol Division shall be no more than thirty four (34) hours in every six (6) calendar days.
- 4) Members of the Detective Bureau shall have an eight (8) hour work day and shall be required to work a forty hour week.
- 5) Members of the Bureau shall work five consecutive work days followed by two (2) consecutive days off.
- 6) All overtime shall be paid when any of the above items are exceeded.

ARTICLE VII

SHIFTS

All members of the Association shall be assigned to a specific work section herein designated as A,B,C.

All sections will have assigned work shifts as set forth herein.

- A. 0730 hour to 1600 hour
- B. 1530 hour to 2400 hour
- C. 2330 hour to 0800 hour

All shifts are to rotate every twelve (12) calendar days. Assignment to a specific work group will remain as presently assigned.

SECTION II The Township Committee recognizes that certain individuals may have a specific request as to hours of work. All requests from employees involving the changing of one's working hours will be considered by the Chief. Such requests may be honored as long as, in the judgement of the Chief, a balance of experience is maintained within each group and the effectiveness

and needs of the Department are not impaired.

All decisions rendered by the Chief under this article shall not be subject to the grievance procedure as contained herein.

ARTICLE VIII

OVERTIME

SECTION I The Employer agrees that compensation for overtime consisting of time and one-half shall be paid to all employees covered by this Agreement, and as outlined in Article VI.

SECTION II No employee shall work in excess of forty (40) hours in a work week unless said overtime is authorized by his department head or designee.

SECTION III Where possible, a two (2) hour notification period should be given to a member of the Association prior to working an overtime shift.

SECTION IV In the event that an employee is called to duty on what is normally his off duty hours, he shall be paid overtime at the rate of time and one-half for a minimum of four (4) hours, arraignment time included.

In the event any member is required to remain beyond or during his call out, he shall be paid at two times his hourly rate of pay.

SECTION V Availability of overtime work shall be posted on a rotating basis by the department head or his designee so as to eliminate any possible favoritism to any particular employee.

SECTION VI A maximum of four (4) hours shall be paid for civil court appearance of an officer at the rate of time and one-half if duty related.

SECTION VII: In the event that an employee becomes entitled to overtime pay, pursuant to this Article, said employee may, at his option, forego the overtime pay and accept in lieu of the overtime payment compensatory time at rate of time and one-half for every hour worked within the following pay period.

ARTICLE IX
LIAISON

At either the request of the Township Committee, or the Policemen's Benevolent Association Local #237, liaison meetings may be called for the good of the Department. The purpose of the above-mentioned meetings shall be to better promote harmonious Employer-employee relations between all members of the Department and the Township Committee. All members of the Policemen's Benevolent Association agree to attend said meetings with no cost of overtime or call-in time to the Township.

ARTICLE X
BULLETIN BOARD

SECTION I: The Employer will provide a Bulletin Board in a conspicuous location in the Police Headquarters for the use of the Association for posting notices concerning Association business and activities. All such notices shall be posted only upon the authority of officially-designated Association representatives. The P.B.A. shall not post any materials containing any profane or obscene matter or be defamatory of any individual.

ARTICLE XI

SALARY

SECTION I:

(a) The annual salary for each member of the Berkeley Township Policemen's Benevolent Association for the year 1982 shall be:

<u>CLASSIFICATION</u>		<u>SALARY</u>
Patrolman	1st Year	\$ 13,000.00
Patrolman	2nd Year	15,260.00
Patrolman	3rd Year	16,350.00
Patrolman	4th Year	17,985.00
Patrolman	5th Year	21,800.00

(b) The annual salary for each member of the Berkeley Township Policemen's Benevolent Association for the year 1983 shall be:

<u>CLASSIFICATION</u>		<u>SALARY</u>
Patrolman	1st Year	\$ 13,000.00
Patrolman	2nd Year	16,633.00
Patrolman	3rd Year	17,822.00
Patrolman	4th Year	19,644.00
Patrolman	5th Year	23,762.00

(c) The annual salary for each member of the Berkeley Township Policemen's Benevolent Association for the year 1984 shall be:

<u>CLASSIFICATION</u>		<u>SALARY</u>
Patrolman	1st Year	\$ 13,000.00
Patrolman	2nd Year	17,964.00
Patrolman	3rd Year	19,248.00
Patrolman	4th Year	21,172.00
Patrolman	5th Year	25,663.00

(d) The annual salary for sergeants of Berkeley Township shall be as follows:

Sergeants	<u>1982</u>	<u>1983</u>	<u>1984</u>
	\$23,980.	\$26,138.	\$28,229.

SECTION II: Officers assigned as Detectives shall receive, in addition to the aforementioned salary, \$600.00 added annually to base salary.

SECTION III: Classification shall be established by anniversary date of officer's employment with the Township. Annual increases in salary shall take effect as of officer's anniversary date in particular classification.

SECTION IV: In accordance with N.J.S.A. 40A-13-137, the Township agrees to enact an Ordinance that may provide for granting leaves of absence with pay not exceeding one year to members and officers of its Police Department and Force who shall be injured, ill or disabled from any cause providing that the examining physician appointed by said governing body shall certify such injury.

Any member of the Department who shall utilize disability leave under workmen's compensation shall forward any money received by the Insurance Carrier directly to the Township Clerk as the Patrolman shall be receiving his regular salary.

SECTION V: In the event any member of the Policemen's Benevolent Association gets injured while on duty, said injury is of the extent that the employee is forced to use all workmen's compensation and disability benefits due him and runs out of same, the Township Committee agrees to allow the individual to appear before them and ask the Township Committee to grant for a maximum of one year 75% of his annual salary, based upon his individual circumstances. The Township Committee reserves the right to either grant or deny the individual request.

ARTICLE XII
LONGEVITY

SECTION I: Each employee shall be paid, in addition to his annual wage, a longevity increment based upon his years of continuing employment in the Police Department in accordance with the following:

- (a) Upon completion of five (5) years of service, \$500.00 to be added to base salary;
- (b) Upon completion of ten (10) years of service, an additional \$500.00 to be added to base salary;
- (c) Upon completion of fifteen (15) years of service, an additional \$500.00 to be added to base salary;
- (d) Upon completion of twenty (20) years of service, an additional \$500.00 to be added to base salary;
- (e) Said increments shall be added to base pay and be paid accordingly.

SECTION II: Each officer of the Police Department shall qualify for the longevity increment on the date of the anniversary of his employment and such increment shall be paid from and after such date.

ARTICLE XIII

CLOTHING

SECTION I: A clothing allowance in the amount of four hundred dollars (\$400.00) per year for each year of this Agreement shall be paid to every member through the established voucher system by the Employer to the permanent employees for replacement and repair of uniforms.

SECTION II: The Employer shall pay to every permanent member the following amounts per year for maintenance of uniforms:

Three Hundred (\$300.00) dollars for 1982;

Three Hundred and Fifty (\$350.00) dollars for 1983;

Four Hundred (\$400.00) dollars for 1984.

All uniform maintenance payments shall be made through the established voucher system of the Employer.

SECTION III: All employees covered by this Agreement shall be entitled to an annual allowance for maintenance for fire arms and all necessary ballistics' material in the amount of one hundred (\$100.00) dollars to be paid by the established voucher system.

ARTICLE XIV

EDUCATION

SECTION I: Employer agrees to compensate employees for tuition and books for police-related courses or police-science approved curriculum. Prior to enrollment, the permission of the Township Committee must be obtained after recommendation of the Chief of Police.

SECTION II: Officer shall receive an additional five hundred (\$500.00) dollars per year for attainment of an Associates Degree or upon completion (or successful completion) of sixty-four (64) college credits.

SECTION II. Officers shall receive an additional \$150.00 for attainment of a Bachelor's Degree or equivalent credits (128).

ARTICLE XV

LEGAL AID

SECTION I: The Employer will provide legal aid to all personnel covered by this Agreement in suits or other legal proceedings against them arising from incidents in the line of duty. This provision shall be in conformance with Court decisions expanding or limiting the scope of such representation and consistent with State statutes now in effect or hereinafter adopted. In no event shall the Employer be responsible for providing legal aid to any personnel, if such personnel is found to have acted in violation of his duties, responsibilities, contract or ordinances in any disciplinary proceeding or found guilty of criminal action in a Court of competent jurisdiction.

ARTICLE XVI

INSURANCE

SECTION I: The Employer shall provide personal injury liability insurance and false arrest insurance with coverage for all employees within the course of employment.

SECTION II: Employer shall provide to all employees covered by this Agreement and their families an insurance plan equal to or better than 750 Series Blue Cross/Blue Shield 365 days' Plan, including Rider "J" and Major Medical Benefits. The premiums shall be paid by the Township.

SECTION III: The Employer shall maintain in full force and effect Workmen's Compensation Insurance for all members or employees of the Police Department.

SECTION IV: The Employer shall provide automobile liability insurance for all vehicles of the Police Department and shall keep same in effect at all times.

SECTION V: The Employer will provide to all members of the Association, effective January 1, 1978, a prescription drug plan which will be \$1.00 co-pay. The premium for the plan selected will be paid for by the Township of Berkeley.

SECTION VI: The Township shall provide for each member at Township expense a complete full family coverage including orthodontics of Dental Health Insurance.

SECTION VII: In the event of disability, retirement or, just cause separation, the Township shall allow the individual member affected to remain on/in the Health Insurance Program presently in effect at the time of the signing of this Agreement at no cost to the Township if permitted by the Insurance carrier.

ARTICLE XVII

VACATIONS

SECTION I: Each member of the Association who has had the length of continuous employment specified in the table following shall be entitled to the working time shown as a vacation with pay at his regular rate of pay.

LENGTH OF EMPLOYMENT

VACATION TIME

During the first year

1 day per month

Beginning the second year to
four (4) complete years of
service

12 days per month

Beginning the fifth year to
nine (9) complete years of
service.

18 days

Beginning ten (10) years of
service

20 days

Beginning fifteen (15) years
of service

25 days

Eligibility for vacation shall be computed as of the first day of the month in which the individual member of the Association was hired. Vacation time shall not be accumulative from year to year, however, the Township Committee recognizes a need might arise for an individual to carry over a given amount of vacation time from one year to the next. We shall grant any individual member an opportunity to appear before the Township

Committee with a special request for the carry-over of a maximum of one (1) year's vacation under specific individual circumstances. The Township Committee reserves the right to either approve or deny the request, based solely on the Committee's discretion.

ARTICLE XVIII
HOLIDAYS - EMERGENCY LEAVE

SECTION I: The following shall be recognized as Holidays:

Half-day - New Year's Eve	Election Day
New Year's Day	Columbus Day
Washington's Birthday	Veterans Day
Lincoln's Birthday	Thanksgiving Day
Good Friday	Friday following Thanksgiving
Memorial Day	Half-day Christmas Eve
July 4th (Independence Day)	Christmas Day
Labor Day	Martin Luther King's Birthday

SECTION II: The above-mentioned Holidays shall be paid or the employee shall be compensated by a lump sum on the last payday of November.

SECTION III: Employees shall be entitled to emergency-leave of up to three (3) days per year upon receipt of prior approval by Department Head.

SECTION IV: In the event any member is scheduled to work on any of the above-listed Holidays, he shall be paid at the rate of time and one-half for the hours worked.

SECTION V: In the event any member scheduled to be off and who is called to duty on any of the above Holidays, he shall be paid at the rate of two times his hourly rate.

SECTION VI: Each member shall be entitled to three (3) personal leave days per year for business which normally could not be handled during his scheduled work-shift. Personal leave shall not be cumulative.

ARTICLE XIX
BEREAVEMENT LEAVE

Each employee may be granted six (6) days' leave with pay upon death of a member of his immediate family. The first three (3) days of said six (6) shall be granted. The remaining three (3) days of the six (6) may be granted at the discretion of the Township Committee. Said days shall not be charged against sick leave or vacation time. Immediate family shall include spouse, mother, father, sister, brother, children, mother-in-law, father-in-law, and grandparents of both officer and spouse.

ARTICLE XX
VOLUNTARY TERMINATION BENEFIT

SECTION I: Upon retirement, the Township Committee agrees purchase back all accumulated unused sick days. Payment for said sick days shall be in the form of one payment at the time of retirement. All accrued vacation, holidays or sick leave owed to any patrolman at the time of his death, while in the employment of the Township, shall be paid to his beneficiary or estate.

SECTION II: If any individual covered by this Agreement decides to voluntarily leave his or her employment with Berkeley Township, the Township Committee agrees to purchase back unused and accumulated sick days, based upon the following schedule:

(a) If an individual used 10% or less of his accumulated sick days, the Township of Berkeley will purchase back the balance of all unused days;

(b) If an individual used between 10.1% and 20% of his total earned sick days, the Township Committee agrees to purchase back 75% of the remaining unused days;

(c) If an individual used between 20.1% and 30% of his total earned sick days, the Township Committee agrees to purchase back 50% of the remaining unused days.

(d) If an individual used between 30.1% and 40% of his total earned sick days, the Township Committee agrees to purchase back 25% of the remaining unused days.

(e) If an individual used between 40.1% and 50% of his total earned sick days, the Township Committee agrees to purchase back 10% of the remaining unused days.

(f) If an individual has used over 50.1%, the Township Committee will not purchase back any unused sick days.

SECTION III: For the purpose of this Article, Sick Leave may be earned by an employee on the following basis:

(a) During his or her first year of employment, the individual employee earns one day per month of his employment;

(b) From the second year on, the individual earns 1 1/4% days per month of his employment.

SECTION IV: This Article does not apply to any individual who leaves the employ of Berkeley Township because of disciplinary procedure filed against him. Discipline shall be defined as published in R.S. Title II (Civil Service).

ARTICLE XXI GRIEVANCE PROCEDURE

SECTION I: A grievance shall be a complaint arising out of interpretation, application, or violations of policies, agreements and administrative decisions affecting him.

SECTION II: No grievance can be instituted by any employee after thirty (30) days of the alleged incident's occurrence.

SECTION III: If, at any step in the grievance procedure, Management's decision is not appealed within the appropriate prescribed time, such grievance will be considered closed, and there shall be no further appeal or review.

SECTION IV: GRIEVANCE STEPS:

STEP I: The President of the Association or his duly-authorized and designated representative shall present in writing the grievance or grievances to the Captain or his duly-designated representative. The Captain shall answer the grievance in writing within three (3) working days.

STEP II: If the grievance is not resolved at STEP I, or if no answer has been received by the Association within the time set forth in STEP I, the Association shall present the grievance in writing to the Chief of Police within three (3) working days of receipt of the STEP I answer. This presentation shall set forth the position of the Association, and at the request of either party, discussion may ensue. The Chief of Police shall answer the grievance in writing within five (5) working days after receipt of the grievance, setting forth the position of the Employer.

STEP III: If the grievance is not resolved at STEP II, or no answer has been received by the Association within the time set forth in STEP II, the grievance may be presented in writing within three (3) working days after receipt of the STEP II decision to the Mayor and Township Committee. The final decision of the Mayor and the Township Committee shall be given to the Association in writing within twenty-one (21) days after receipt of the grievance by the Mayor and Township Committee.

STEP IV: If the grievance has not been settled by the parties at STEP III of the Grievance Procedure, or if no answer in writing by the Mayor and Township Committee has been received by the Association within the time provided in STEP III, the Association may demand arbitration of the grievance within thirty (30) days as set forth in Article XIV, entitled Arbitration, hereinafter set forth.

SECTION V: Nothing herein is intended to deny any employee the right of appeal as expressly granted in Title 40A of the revised New Jersey Statutes.

ARTICLE XXII

ARBITRATION

SECTION I: If a grievance is not settled under Article XXI, such grievance shall, at the request of the Association or the Employer, be referred to the Public Employment Relations Commission or the A.A.A. for the selection of an Arbitrator in accordance with their rules.

SECTION II: All submissions to arbitration must be made within thirty (30) days.

SECTION III: The arbitrator shall not have the power to add to, subtract from or modify the provisions of this Agreement or laws of the State. He shall confine his decision solely to the interpretation and application of this Agreement. The decision or award of the arbitrator shall be final and binding consistent with applicable law and this Agreement in writing with reasons for his decision. The arbitrator may prescribe an appropriate back-pay remedy when he finds a violation of this Agreement, provided such remedy is permitted by law and is consistent with the terms of this Agreement. The fees and expenses of the arbitrator and recording of the procedure shall be divided equally between the parties. Any other cost of this proceeding shall be borne by the party incurring the cost.

SECTION IV: ADVANCED STEP FILING:

In the event a grievance affects more than one patrolman, or any class of patrolmen or members, then the grievance shall commence directly at Level Three by the P.B.A.

SECTION V: JURISDICTION CLAUSE:

In the attempt to expedite all grievances filed by either the P.B.A. or any individual member or class of members or all three, each grievance shall be filed at the level or competent jurisdiction in which the relief sought may be awarded.

ARTICLE XXIII
EMPLOYEE RIGHTS

SECTION I: It is agreed by the parties that a minimum of three (3) days' notice be given to all officers prior to the effective date of a general order.

SECTION II: Any employee shall have the right to have a P.B.A. representative to accompany him in all disciplinary procedures filed against him by the Department or the Township.

SECTION III: If an employee has on file a disciplinary action against him and if said employee has no other disciplinary actions filed against him for a period of two (2) years from date of incident, the Township Committee agrees to remove from the employee's personnel file the original disciplinary findings against said employee.

SECTION IV: Both parties agree that special police officers shall not be utilized for replacement of regular officers' duties.

SECTION V: The Township Committee agrees that temporary assignments shall not exceed a period of sixty (60) days.

SECTION VI: All disciplinary proceedings filed against any employee by the Department or the Township shall only be for just cause and in accordance with R.S. Title II (Civil Service). Any disciplinary action asserted by the Chief of Police or his designee shall be subject to the grievance procedure contained herein.

SECTION VII: Each employee has the right to review his personal folder. All requests for review shall be submitted in writing to the Chief of Police and will be honored within three (3) days of the receipt of the individual's request. All materials contained in the individual's personnel folder will be open to examination except such material which by legislation is considered to be of a confidential nature and not to be released by the Employer.

SECTION VIII: The Township shall provide transportation to schools and other departmental functions which officers are sent on. If no vehicle is available, a mileage amount or gas will be provided.

SECTION IX: The Township agrees to supply lockers for its employees' use to secure Township equipment issued to employees.

SECTION X: The Township agrees to deduct from the salaries of its employees dues for the P.B.A. Such deduction shall be made in compliance with Chapter 310 of the Public Laws of N.J. 1967 - N.J.S.A. (52-14-159E) as amended.

Said monies, together with records of any corrections, shall be transmitted to the P.B.A. Treasurer. It is hereby agreed that the dues deductions for any employee in the Association shall be limited to Local #237 of N.J.P.B.A., the duly-certified majority representative.

SECTION XI: In accordance with the provisions of Chapter 477, P.L. 1979, N.J., the Township and P.B.A. agree to abide by the provisions of the Agency Shop Fee of 85% of the unified dues for non-members of the P.B.A.

ARTICLE XXIV MANAGEMENT RIGHTS

Berkeley Township retains and may exercise all rights, powers, duties, authority and responsibilities conferred upon and vested in them by the Laws and Constitutions of the State of New Jersey and of the United States of America.

Except as specifically abridged, limited or modified by the terms of the Agreement between Berkeley Township and the P.B.A. and Chapter 303, L.1968 on such rights, powers, authority prerogatives of management and responsibility to enforce reasonable rules and regulations governing the conduct and the activities of employees are retained by the Township of Berkeley.

ARTICLE XXV
SAVINGS CLAUSE

SECTION I: In the event that any Federal or State Legislation, governmental regulation or Court decision cause invalidation of any Article or Section of this Agreement, all other Articles or Sections shall not be so-invalidated and shall remain in full force and effect.

ARTICLE XXVI
EMPLOYEE SENIORITY

SECTION I: Seniority is to be determined by date of permanent appointment, as per Civil Service Classification. In the event two individuals having the same date of permanent employment per Civil Service, the individual position on the hiring-list shall be the determining factor.

SECTION II: Seniority will be considered as it pertains to vacations, regular days off and reassignments. The P.B.A. recognizes the operational effectiveness of the Department shall not be impaired.

ARTICLE XXVII
DISCIPLINE

All discipline of sergeants and patrolmen shall be subject to the following procedure:

PROGRESSIVE DISCIPLINE SHALL BE DEFINED AS FOLLOWS:

- 1) Warning;
- 2) Written Reprimand;
- 3) Docking;
- 4) Increment Withholding;
- 5) Discharge.

or

Any action by the Township Committee/ Chief of Police of any designee shall be subject to the grievance procedure herein. The Township and the P.B.A. agree that abuse of sick-leave shall result in discipline proceedings.

ARTICLE XXVIII

DURATION

SECTION I: This Agreement shall become effective as of January 1, 1982 and shall continue in force and effect until December 31, 1984.

SECTION III: In the absence of written notice given at least thirty (30) days prior to the expiration date of this Agreement by either party to the other of intention to terminate, this Agreement shall automatically be renewed for a period of another year, and from year to year thereafter until such time as thirty (30) days' notice is given prior to the annual expiration date. It is understood that if the P.B.A. seeks a successor Agreement that this Agreement shall remain in full force, until said Agreement has been reached.

IN WITNESS WHEREOF, the parties hereto have
hereunto set their hands and seals to this Agreement through
their authorized representatives.

SIGNED IN THE PRESENCE OF:

VILLANO & WALTERS

By: RONALD R. VILLANO, Negotiator
Berkeley P.B.A.

WITNESS

By: , President
Berkeley P.B.A.

WITNESS

TOWNSHIP OF BERKELEY

By: HARRY D. MOREY, Mayor
Berkeley Township

ATTEST:

CARMELA V. LEWIS, TWP. CLERK

IN WITNESS WHEREOF, the parties hereto have hereunto set
their hands and seals to this Agreement through their authorized
representatives this 13th day of October , 1981.

ATTEST:

Carmela V. Lewis
Carmela V. Lewis, Township Clerk

TOWNSHIP OF BERKELEY

Theodore P. Kozlowski
Theodore P. Kozlowski, Mayor

Signed in the presence of:

Jeanne Rupapura
Witness

VILLANO AND WALTERS

Ronald R. Villano
Ronald R. Villano
Negotiator, Berkeley PBA

Christian J. Roth
Witness

Robert Davis
Robert Davis
President, PBA